



COLLECTIVE BARGAINING CLAUSES: Labor-Management Safety, Production, and Industry Stabilization Committees

Bulletin No. 1201

**UNITED STATES DEPARTMENT OF LABOR
James P. Mitchell, Secretary**

**BUREAU OF LABOR STATISTICS
Ewan Clague, Commissioner**



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Preface

The U.S. Department of Labor's Bureau of Labor Statistics had a twofold aim in undertaking a study of collective bargaining agreement clauses providing for labor-management safety, production, and industry stabilization committees. One purpose was to examine the structure, procedures, and functions established for these committees; the other was to measure the prevalence of such provisions among major agreements.

This bulletin presents excerpts from a variety of provisions relating to such committees found in recent union contracts. These excerpts are presented as a source of reference only, and should not be considered as ideal, model, or typical clauses. Each of the agreements studied was in effect during the latter half of 1954 or in 1955 and covered at least 1,000 workers.

Some of the clauses reproduced in this report were subjected to minor editorial change to enhance clarity; irrelevant parts were omitted where feasible. The clauses are numbered and agreements from which they have been excerpted are identified by employer and union in an index (p. 29).

The agreements studied were selected from the Bureau's file of current agreements, maintained for public and governmental use in accordance with section 211 of the Labor Management Relations Act of 1947.

This report was prepared in the Bureau's Division of Wages and Industrial Relations by Robert Platt and Dena G. Weiss.

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Collective Bargaining Clauses: Labor-Management Safety, Production, and Industry Stabilization Committees

Introduction

A cooperative approach is the essence of free collective bargaining. The agreements negotiated are intended as guides for peaceful day-to-day relations between managements and unions. Mutual concern with mutual interests is sometimes further expressed by general statements in agreements to the effect that both parties will work to promote harmonious relations and the economic welfare of employer and employees.

Some agreements contain specific provisions for cooperation through joint labor-management committees, formed to discuss or adjust designated issues. As a rule, these issues do not involve matters arising out of the interpretation or application of the agreement; cooperative committee action is usually intended to deal with problems outside the customary scope of collective bargaining.

The Bureau of Labor Statistics examined 1,594 major agreements (each covering 1,000 workers or more) effective in the latter part of 1954 or in 1955, to study clauses providing for joint committees created to deal with problems of safety, production, and industry stabilization. More than 7 million workers were covered by these agreements. Provisions for committees concerned with plant safety, sanitation, and employee health were found in 356 contracts (about 22 percent) covering more than 2 million workers (table 1). Approximately one-third of the 4.6 million workers studied in manufacturing industries and one-fifth of the 2.6 million in nonmanufacturing industries were covered by agreements providing for plant safety committees. Among the industries in which such provisions were more prevalent were chemicals, petroleum and coal products, rubber, primary metals, mining, and public utilities.

Thirty-one agreements provided for committees to deal with production problems—e.g., quality control, efficiency, and elimination of waste—or to work toward stabilization of the industry. Clauses providing for committees of the latter type, established to consider such matters as sales promotion programs or technical and economic factors affecting the industry, were found principally in agreements made by multiemployer groups and unions in the apparel and construction industries.

This study is limited to committees established under the terms of collective bargaining agreements and does not cover informal arrangements or employee committees in establishments not under collective bargaining. The existence of labor-management committees similar to those described here is undoubtedly more widespread than a study of formal contract provisions would indicate.

TABLE 1.—Provisions for joint labor-management safety, production, and industry stabilization committees in major collective bargaining agreements by industry group, 1954-55

Industry group	Number studied		Distribution of agreements and workers according to provisions for—					
	Agreements	Workers (000's)	Joint safety committees ¹		Safety committees; degree of joint participation not specified ²		Joint production or industry stabilization committees ¹	
			Agreements	Workers (000's)	Agreements	Workers (000's)	Agreements	Workers (000's)
All industries	1,594	7,182.9	281	1,773.8	75	289.0	31	232.8
Manufacturing	1,081	4,601.5	255	1,264.2	63	198.8	17	160.5
Food and kindred products	97	325.2	21	97.8	4	12.0	-	-
Tobacco manufactures	10	31.2	-	-	-	-	-	-
Textile-mill products	59	144.4	2	5.2	-	-	1	1.9
Apparel and other finished textile products	47	435.4	-	-	-	-	11	150.7
Lumber and wood products (except furniture)	17	38.2	6	15.2	-	-	-	-
Furniture and fixtures	18	36.2	1	1.2	2	4.1	-	-
Paper and allied products	50	112.0	7	31.2	7	20.2	1	2.5
Printing, publishing, and allied industries	28	57.2	1	1.2	-	-	-	-
Chemicals and allied products	57	128.0	20	38.8	7	23.8	-	-
Products of petroleum and coal	21	63.1	6	18.9	3	8.4	-	-
Rubber products	20	122.9	7	61.9	2	7.2	1	1.6
Leather and leather products	18	55.3	-	-	-	-	-	-
Stone, clay, and glass products	35	109.8	2	2.7	3	6.5	1	1.4
Primary metal industries	109	607.6	56	465.5	10	38.1	-	-
Fabricated metal products	70	187.0	18	80.4	6	13.4	-	-
Machinery (except electrical)	133	354.8	43	90.1	4	4.6	-	-
Electrical machinery	95	404.1	10	19.3	3	14.8	-	-
Transportation equipment	140	1,266.4	45	298.1	10	42.7	-	-
Instruments and related products	27	61.4	5	23.3	1	1.1	2	2.5
Miscellaneous manufacturing industries	30	61.5	5	13.6	1	1.9	-	-
Nonmanufacturing	513	2,581.4	26	509.6	12	90.2	14	72.3
Mining, crude-petroleum, and natural-gas production	14	501.1	6	422.1	3	70.6	-	-
Transportation ³	96	397.6	1	15.0	2	4.3	-	-
Communications	71	544.1	2	6.6	-	-	-	-
Utilities: Electric and gas	61	176.9	14	61.0	7	15.3	1	14.0
Wholesale trade	13	21.3	-	-	-	-	-	-
Retail trade	68	182.6	1	2.8	-	-	3	8.3
Hotels and restaurants	29	136.2	-	-	-	-	1	1.6
Services	48	143.7	2	2.1	-	-	3	11.0
Construction	108	456.4	-	-	-	-	6	37.4
Miscellaneous nonmanufacturing	5	21.5	-	-	-	-	-	-

¹ Includes 4 agreements covering 18,000 employees, providing for joint committees dealing with both safety and production or industry stabilization problems.

² Includes agreements which refer to safety committees, plant committees, health and safety committees, employees' advisory committees, or similar committees, the purpose of which is to promote safe and sanitary working conditions. However, these agreements do not specifically state that employers and unions are to participate jointly in membership and actions of such committees.

³ Excludes railroad and airline industries.

NOTE: Due to rounding, sums of individual items do not necessarily equal totals.

Chapter I.—Labor-Management Safety Committees

Organization of Joint Labor-Management Committees

In establishing a union-management safety committee under collective bargaining, the parties generally consider the details of its organization and structure: The size and composition of the committee, eligibility requirements for members and methods of selecting them, the scope of the employee unit which members represent, duration of their service, and their compensation for time spent on committee duties.

Committees established under the terms of agreements studied differed in size. The number of workers employed in the plant and the scope of the committee's functions may have been determining factors; obviously, each plant must decide for itself the most efficient committee size. As a rule, the number of committeemen was specified, though a few agreements were not specific on this point. Equal union and employer representation was generally provided.

Eligibility requirements were defined in a number of agreements. Length of service above a stated minimum and knowledge of plant practices were the most common requirements for committee membership. One joint safety inspection committee, negotiated on an industry-area basis, made experience in the industry a requisite for both labor and management members. Some contracts called for union officers' participation in committee functions. The safety engineer or safety director was sometimes designated as a management member of the committee. A few contracts specifically barred company and union representatives engaged in grievance processing or collective bargaining from membership in safety committees.

The majority of contracts contained procedures for selecting committee members. In some cases, the union selected employee members; in others, the company appointed them from lists submitted by the union. Both parties acted jointly in making appointments in some plants. One clause provided that the hourly rated workers elect their committee representatives. Another provided that the plant safety committee include representatives of employees in the bargaining unit and representatives of other employee groups outside the bargaining unit.

The employment unit represented by a single committee is another variable. A multiplant company may have separate committees for each plant. Representation may be on a shift or departmental basis. Some contracts established committees by work areas or by sections.

The term of committee membership varied. Under some contracts, the committee was permanent, that is, serving for the duration of the agreement or longer. Others provided that some of the members were to be permanent while the rest were to serve short, fixed terms. Rotating membership for all posts was the pattern in some agreements; in others, there was a complete change of membership at designated intervals. One contract which established a safety committee for the first time provided for varying lengths of service for the original members, with 1-year terms for subsequent members.

Since the committee serves the interests of both labor and management, the question arises as to who should pay for time spent in committee functions. Many contracts allowed time off from work with pay for attending committee meetings and fulfilling committee functions. Other agreements also provided pay for time spent after work in such activities. Some contracts limited the number of hours spent on committee work for which the employer would pay. In some plants, the employer did not pay for time spent on meetings or inspection trips, even though the activities took place during working hours. Pay was optional at the discretion of company officials, according to the terms of one agreement. The bituminous coal agreement provided for the establishment of mine safety committees comprised of union members who were paid for their time by the union.

These provisions are illustrated below.

1. Number of union and management representatives varies by size of plant

A joint safety committee consisting of equal numbers of employee representatives and management representatives shall be established in each plant. The number of members on the committee shall be determined on the following basis:

<u>Number of employees in plant</u>	
Up to 2,000	1 employee representative and 1 management representative
2,000 to 4,000	2 employee representatives and 2 management representatives
4,000 and up	3 employee representatives and 3 management representatives

2. Proportion of union and management representation varies by type of committee

The union shall have the right to appoint representatives from among company employees to serve on the following committees in the proportion shown below:

Employees' activities committee (2 union appointees, 7-man committee)

Civic fund special relief committee (3 union appointees, 6-man committee)

Safety committee (union appointee, 5-man committee)

3. Equal union and management representation; size of committee not specified

There shall be a plant safety committee composed of equal representatives from the union and the company.

4. Equal union and management representation; size of committee specified

A joint safety committee consisting of 3 employees designated by the union and 3 management members designated by the company shall be established in each plant. The safety committee shall hold monthly meetings at times determined by the committee, preferably outside of regular working hours.

5. Equal union and management representatives; other management and union representatives may attend meetings

A safety committee of 10 divided equally between members of the union and representatives of management, shall be maintained. The union shall designate its representatives on the committee . . .

Representatives of the labor relations division and the business representative of the union may also attend these meetings.

6. Committee representatives must have experience in the industry

There shall be a safety inspector designated by the union and a safety inspector designated by the company. Each party agrees that its designated inspector shall be one with experience in the industry.

7. Union committee representatives must have knowledge of plant practices and specified minimum service

The union will cooperate with the company in encouraging employees to observe the safety regulations which shall be prescribed by the company and to work in a safe manner. To that end, a safety committee shall be established at each plant or works to be composed of not more than 6 representatives of the company and 6 employees at that plant or works, which shall assist, make recommendations to, and cooperate with, the head of the department at such plant or works. The employees on such committee at each plant or works shall be designated by the union. The employees who shall be nominated by the union to be representatives on such committee at any plant or works shall be employees who have knowledge of the practices at that plant or works and who shall have worked there a minimum of 1 year.

8. Chief steward or an alternate to be union committee member

The chief steward or an alternate shall be a member of the safety and health committee.

The safety and health committee shall tour the plant every 3 months; during the months of January, April, July, and October.

The safety and health committee shall have a meeting after their tour of inspection to review conditions as to safety and health and will make a report with copies to the department foreman and stewards.

9. Safety director to be company committee member

There shall be a health and safety committee comprised of 6 representatives from the union, the safety director and any other 2 representatives of the company whom the general superintendent may select.

10. Individuals engaged in collective bargaining may not serve on safety committee

The committee on safety and sanitation shall be composed equally of company and union representatives, and it shall be incumbent on this committee to keep informed on safety and sanitation conditions in the plant and report promptly their recommendation.

The personnel of the committee on safety and sanitation shall not be composed of any individual who, as a representative of either party, engages in collective bargaining, and the relationship between the advisory committee on safety and sanitation and any other representatives of the parties shall be separate and apart.

11. Union grievance committeemen and stewards may not serve on safety committee

At each location where union representation is plantwide, a joint safety and health committee shall be established, the number of members to be agreed upon locally. Safety and health activities are a joint union-company effort and, therefore, neither grievance committeemen nor stewards should serve on the safety and health committee in addition to their other responsibilities . . .

12. Union nominates and management appoints employee committee members

The safety director or his designated representative shall notify the president of the local union of vacancies on the plant safety committee, and the president shall furnish the safety director or his designated representative with the name or names of individuals in the respective departments whom the union desires to have serve on such committee.

Final appointment of committee members shall be made by the safety director or his designated representative.

As rapidly as possible, and as vacancies occur on the safety committee, replacements shall be made from lists submitted by the union so that at least 50 percent of the safety committee members shall have been selected from such lists.

No safety committee member shall be a district steward or zone committeeman.

13. Union recommends employees for committee membership

The employer shall continue to make all reasonable provisions for the safety and health of the employees during the hours of their employment in the plants. Employees will abide by the health and safety rules as set up or that may be modified from time to time. The union will have the privilege of recommending the name of one employee from each division for membership on the monthly safety committee.

14. Union selects employees for committee membership

Two members of the company's general safety committee shall be selected by the union from the employees of the company.

15. Union and management jointly appoint half of the employee committee members

In an effort to promote the safest possible working conditions, the company will continue to maintain the direction and development of an active plant safety committee. Membership shall be limited to a total of 15, of whom 12 shall be plant employees, and of whom 6 shall be appointed jointly by the union business representative and the safety director.

Tenure of any one member shall be limited to 2 years consecutively, and may be terminated sooner by the safety director if service is not satisfactory. Once each year, one-half the membership shall be replaced by new members.

16. Union and management appoint their respective committee representatives

A joint union management safety committee composed of 3 members appointed by the union and 3 appointed by the management shall meet once each month. The committee shall have authority to make recommendations in regard to safety practices in the shop.

17. Hourly employees elect committee representatives

The company agrees to discuss accidents with the mill safety committees, composed of supervisory and hourly employees, to determine their cause and to take steps to prevent a similar accident. The union agrees to support the committees in their efforts to prevent accidents. Hourly members of safety committees shall be elected by the hourly employees represented by them.

18. Number of committees at each plant to be agreed upon locally

There shall be joint company-union safety inspection committees at each plant composed of 1 employee representative, appointed by the union, and 1 representative, appointed by the company. The number of such safety inspection committees shall be agreed upon locally at each plant between the local superintendent and the local union. Company and union representatives shall be appointed to serve on such committees for a term of 3 months. Meetings of such committees shall be scheduled at such times and in such manner as not to interfere with orderly operation of the plant.

19. Committees established for each plant

The plant safety committee shall be composed of employees selected by the union as follows:

<u>Plant A</u>	3 members	}	4
<u>Plant B</u>	3 members		
<u>Plant C</u>	3 members		
<u>Plant D</u>	1 member		

The company will appoint at least one representative to serve on each of the above described safety committees.

20. Committees established in each division; size varies by division

A safety and health committee may be elected or appointed in each division not to exceed 3 in number for the bonded products and grain division and not to exceed 2 in number for the other 2 divisions.

21. Committees established by area or section

The company will set up safety committees by area or section and employees will be asked to serve on such committees for a fixed period of time. The union shall designate three of the employees to serve on each of the said committees in an advisory capacity. The committees will meet at least once monthly.

22. Committee includes representatives from each shift

The union shall appoint a safety committee composed of 6 employees who are on the first shift and 3 who are on the second shift which shall meet regularly once a month with representatives appointed by management and a personnel division representative to investigate, report, and make suggestions in regard to conditions affecting the safety and health of employees. Four of the appointees from the first shift and 2 of the appointees from the second shift will be changed every 6 months. An employee will not be eligible to serve on the safety committee longer than 1 year at a time.

23. Committee includes union representative and representative of other employee groups

It is recognized that plantwide coordination is necessary for most effective development and application of the plant safety and health program; therefore, the plant safety committee should include representatives of any other employee groups not represented by this union.

At each location where union representation of employees is limited to a department within a plant, one employee will be selected by the local union to advise local management on safety and health activities within the department, or, where agreed upon locally, will serve on the plant safety committee.

24. Term of membership: Permanent

There shall be a permanent safety committee consisting of not to exceed two persons, who shall be employees of the company, selected by the union, and an equal number of persons selected by the company.

Term of membership: One permanent member; other members with fixed terms

- 25A. Members of these [safety] committees shall be composed of a union representative, a company representative, and a member of the company personnel department. The company personnel department representative shall be a permanent member and the other 2 representatives shall serve for a period of 3 months.

* * *

- 25B. Such [safety] committee shall consist of mill general superintendent and two representatives as designated by each signatory local union. The local union shall change one of its representatives every 3 months.

26. Term of membership: Complete change every 6 months

There shall be a committee of 2 members of the union and 2 representatives of the company, to be known as the safety committee, who will meet with the safety engineer. . . . The membership of the committee shall be limited to those employees who have been employed by the company for more than 1 year, thus assuring a knowledge of the plant and working conditions in order that they may effectively carry out their committee duties. It is also provided that the membership of the said safety committee shall have an entire change of personnel every 6 months.

Term of membership: Rotating membership

- 27A. The union will provide the company with a panel of names from which the company will select at least one to serve as a member of the plant safety committee. The membership of this committee shall be rotated in order that a large number of employees shall have a chance to serve on the committee.

- 27B. The employer agrees to . . . continue the employee's advisory committee on safety, and to periodically rotate membership thereon.

28. Term of membership: Varying terms for original employee members; 12-month terms for subsequent replacements

There shall be established and maintained a joint safety committee, composed of representatives of the company and the union. The purpose of this committee is to jointly discuss safety problems for the mutual benefit of the company and its employees. The union shall select 1 representative from each of the 7 major groups of employees covered by this agreement to serve on this committee. The union's original representatives shall be appointed to serve for the following terms: 1 to serve 24 months, 1 to serve 18 months, 2 to serve 12 months, and 2 to serve 6 months. Subsequent replacement appointments by the union shall be made for 12-month terms.

Time off with pay for committee functions

- 29A. The safety committee shall hold monthly meetings at times determined by the committee. Time consumed on committee work by committee members designated by the union shall be considered hours worked to be compensated by the company. . . . The union members of the safety committee shall have access to all places in or about the plant or property of the company at reasonable times as determined by the safety committee, to investigate safety and health conditions. Each union member of the safety committee shall, upon reasonable notice to his immediate supervisor, be afforded such time off with pay as may be required for the purpose of making such investigation, and for the purpose of performing other duties provided for in this article.

* * *

- 29B. The safety and health committee shall meet as often as deemed necessary, but not less than once per month, for the purpose of discussing safety problems, and will tour the plant periodically to verify that adopted safety recommendations have been complied with. . . . Members of the safety and health committee will be permitted to attend grievance meetings regarding safety and health problems. Union members of the safety and health committee shall be paid for lost worktime while functioning on the committee.

30. Time off with pay plus additional compensation for attending committee meetings

Any operator appointed to a committee on the subject of safety and courtesy and required to attend any meeting of such committee shall be paid for any time lost from his run in attending meetings at straight-time rates and for 2 hours additional at straight-time rates. If no time is lost from a run, an operator shall be paid at straight-time rates for any time spent in such meetings, with a minimum of 2 hours.

31. Time off with pay for committee meetings during working hours; limited pay for off-shift committee members

Employee members of the joint safety committee shall be afforded such time off the job during scheduled working hours, with pay, as may be required for attendance at scheduled meetings of the committee. Off-shift members of the committee will be paid not to exceed 1 hour at straight-time rates for attendance at scheduled meetings of the committee.

32. Pay for limited number of hours for attendance at committee meetings

The union and the management will form a safety committee, consisting of 3 men appointed by the union and 3 men appointed by the management, who shall meet for the purpose of discussing safety problems at least once a month. The management will pay the 3 men appointed by the union 2 hours' pay at their base hourly rate for attending such safety meetings.

33. Limited time off with pay for committee activities; additional time allowed at discretion of management

The union may appoint a union safety committee, composed of three members, to meet with a designated representative of management once each week for the purpose of making recommendations concerning health and safety conditions. The corporation will pay each of the 3 members of the union safety committee up to 1 hour per week at the average straight-time earnings of the employee for the preceding month, for time spent in such meeting. The designated management representative and the 3 members of the union safety committee may use any part of the allotted 1 hour for the purpose of inspecting the plant, but the total amount of time allotted for such meeting and inspection shall not exceed 1 hour per week; provided, however, that the labor relations director, in his discretion, may allow additional time.

34. Pay for committee meetings optional with company

. . . This [safety] committee shall meet on call and at least once each month. Determination of whether employees shall be paid for time so spent shall rest with the company.

No pay for time spent on committee work

- 35A. A safety committee consisting of 3 employees designated by the union and 3 management members designated by the corporation shall be established in each plant. The safety committee shall hold monthly meetings at times determined by the committee, preferably outside of regular working hours. Time consumed on committee work by committee members designated by the union shall not be considered hours worked to be compensated by the corporation.

* * *

- 35B. The union members of the safety committee shall be granted such time off without pay as is required to carry out these functions of the safety committee.

Other Provisions for Union Participation

In 75 agreements, reference to committee action on safety matters made no specific provision for joint committee membership. In most instances, the clauses referred to a union safety committee which was to make recommendations to the employer or work with management representatives in promoting safety.

36. Union committee to make recommendations to company

The company will cooperate with the union in investigating health and safety conditions and will carefully consider any recommendations made by the union committee in respect thereto.

37. Union safety committee to make recommendations to company safety committee

The union and the company will cooperate to further the program of safety, health, and sanitation. The union will present written recommendations to the company and the company's safety committee on matters relative to safety or sanitary and healthful working conditions. The company will advise the union as to the disposition of their recommendations.

38. Union welfare committee to discuss safety problems with plant safety committee

According to the present practice, a meeting will be held monthly between the plant safety committee and the union welfare committee for the purpose of discussing safety and welfare problems.

39. Union bargaining committee to make recommendations to company for elimination of hazardous conditions

The union bargaining committee shall have the authority to investigate all questions arising with regard to improper safety devices, unsanitary conditions, and other hazardous working conditions and shall be empowered to make recommendations to the company to alleviate such conditions.

Committee Procedures

In addition to providing for the organization of plant safety committees, agreement clauses often detail the operational procedures such committees will follow in scheduling meetings and inspection tours and in selecting a committee chairman.

Where the frequency of meetings was mentioned, the majority of contracts provided for periodic meetings at regular intervals, generally monthly. However, clauses varied widely on this point. One agreement, for example, called for weekly meetings, with additional special meetings at management's discretion. Another agreement provided that meetings were to be held at intervals no greater than every 6 months. Some agreements gave no indication of the frequency of meetings. Provisions for the scheduling of inspection tours, like meetings, varied. Monthly tours were most frequently specified.

Few agreements were found which made any provision for the selection of a committee chairman. The agreements which did designate a chairman generally specified that one of the committee members representing management, such as the plant safety engineer or safety director, would preside. A few contracts provided for the exercise of joint responsibility through a plan for rotating chairmanship or co-chairmanship.

40. Monthly meetings: No specific date

This committee will meet at regular monthly intervals to consider safety problems and make recommendations for adoption to the company.

Monthly meetings: Regularly scheduled

- 41A. The executive council of the union shall act together with authorized representatives of management as a plant safety committee. This committee shall meet monthly on the third Wednesday of each month (if this be a holiday, they shall meet the day following) to hear and act on reports of the safety engineer and department safety committees. The president of the union shall appoint members of the department safety committees subject to the approval of the foreman.

* * *

- 41B. A joint plant safety committee comprising not more than 3 members of the grievance committee and 3 members of management, including the safety director and plant engineer, shall meet the first Tuesday each month at 3 p.m. to discuss all matters pertaining to safety, health, and physical working conditions.

42. Monthly meetings: Preferably outside of working hours

The safety committee shall hold monthly meetings at times determined by the committee, preferably outside of regular working hours.

43. Monthly meetings plus special meetings at request of majority of committee

The union shall be entitled to 4 representatives on the . . . safety committee which shall consist of 8 members, 4 of whom shall be appointed by and represent the company. . . . Meetings of the committee shall be held monthly on such date as the committee may designate, and special meetings may be held upon the request of a majority of the committee. Members of the committee shall receive their regular hourly rate of pay for the time spent in attendance at such meetings with the understanding that the company may limit any such member to hours of work on such day, including the time spent in attendance at such meeting, equivalent to the number of hours in his regular shift.

44. Weekly meetings plus special meetings at discretion of management

A safety committee will be established to discuss safety recommendations and proposed programs, and to cooperate with the safety department of the company. The union may appoint three members to this committee and such appointments are to be made in writing to the company by the president of the union. Meetings of 1 hour's duration will be held during the working hours of the day shift not oftener than once each week. Special meetings may be scheduled at the discretion of the safety department when conditions warrant such meetings.

45. No specific date set: Regular meetings

A joint safety committee consisting of 3 members of management and 3 members of the union shall be established. This committee will meet regularly for the purpose of discussing and enforcing safety improvement in the plant.

46. No specific date set: Meetings held at request of union or management

Safety rules and regulations established by the company or governmental authority shall be strictly adhered to by both the employees and the company. The union and the company shall cooperate in enforcing all such rules. Representatives of the union and the company shall meet at the request of either to discuss the reasonableness of safety rules and regulations.

47. Monthly meetings plus monthly inspection tours

It is agreed that the company will recognize the union's safety committee which shall be composed of a chairman and 2 vice chairmen, of which 1 will be on each shift. . . . The union safety committee of 3 and a company safety committee of 3 will meet once a month and the chairmanship of that group will be changed each 3 months. The company will pay the three union safety committeemen at their base rate for the time spent in such meetings. It is also agreed that once a month a tour of the plant will be conducted by the chairman of the union safety committee and the company safety director and the company will pay the union chairman at his base rate for time so spent. In addition, the chairman of the union safety committee will be allowed 6 hours per month at his base rate in addition to the above for consultation purposes with the company safety department and for investigation of serious accidents on his shift involving hospitalization. The two vice chairmen will be allowed to leave their job on their respective shifts to investigate serious accidents involving hospitalization not to exceed one-half hour per case and will be paid at base rate.

48. Monthly inspections

The company agrees to include at all times an employee to be designated by the union as a member of each of its divisional safety committees. Such committees will continue to conduct a safety and good housekeeping inspection of their respective divisions at least once each month. A written report of their findings will be presented to the company and the union within 30 days.

Safety director to be chairman

- 49A. A safety committee consisting of the safety director, who shall be the chairman, 2 members designated by the union and 2 members designated by management shall be established. The safety committee shall hold regular semimonthly meetings from 1:00 to 3:00 p.m. on such dates and at such place as the committee may determine. Time consumed on committee work by committee members designated by the union shall be considered hours worked to be compensated by the company.

* * *

- 49B. The safety director shall be actively in charge of all activities of the committee, including assignment of projects, conducting of meetings, and following up on recommendations to management.

50. Safety engineer to be chairman

The safety committee shall be composed of 5 members, the safety engineer of the employer, who shall be the chairman of the committee; 2 supervisory employees who shall be appointed by the chairman; 2 nonsupervisory employees who shall be selected by the union.

51. Plant safety adviser to be chairman

The committee shall have equal representation of not more than 6 members, 3 appointed by the management and 3 employees (who shall have at least 1 year's service with the company) appointed by the union.

The plant safety adviser shall be 1 of management's 3 members and he shall be the chairman of the general safety committee.

52. Industrial relations manager to be chairman

The company and the union recognize the importance of a well organized accident prevention program and will form a plant safety committee composed of 2 members designated by the union, 2 foremen, the plant safety engineer, and the industrial relations manager as chairman.

This committee will meet once each month at an agreed time.

53. Plant protection officer to be chairman

There shall be a safety committee on each shift consisting of 3 employees who are members of the union and 3 representatives of management (1 of whom shall be the plant protection officer or his representative) which shall meet weekly for not more than 1 hour to confer and make recommendations on safety conditions in the yard. The plant protection officer or his representative shall act as chairman of this committee.

54. Chairmanship rotated between company and union quarterly

A plant safety committee shall be appointed from employees, not exceeding 3 representing the union and 3 representing the company. The chairman of this committee shall be rotated between the union and the company members each quarter. The secretary shall be chosen from the opposite group to the chairman and shall keep minutes of all meetings.

55. Union and company chairman to act as co-chairman

A safety committee consisting of 3 members designated by the union (1 of whom shall be chairman of the union representatives) and 3 management members designated by the company (consisting of the plant safety engineer, plant superintendent, and the general foreman of the maintenance department of the plant) shall be established. The safety engineer of the plant shall be chairman of the management representatives. The chairman of the union representatives and the chairman of the management representatives shall be co-chairman of the joint safety committee.

56. Committee to elect its own chairman

The company and the union agree that in order to promote and encourage more healthful and safer working conditions, there shall be a labor-management safety committee as follows: 5 members of the union selected by the union, and 5 representatives of the company designated by the company, whose duty it will be to refer recommendations to the company for appropriate action. This committee shall arrange for joint subcommittees on each shift.

The committee shall, from among its number, elect its own chairman, vice-chairman, and secretary. The elective positions of said committee shall not all be held simultaneously by representatives of the company or union.

Functions

The success of a labor-management safety committee depends, in part, upon the area in which it is permitted to function, its program, and the means provided for accomplishing this program within the designated area. In general, the agreements studied provided that the safety committees should act as advisory bodies to formulate the ground rules for a safety program designed to eliminate safety and health hazards.

The majority of the agreements studied provided for definite activities to implement the safety program (table 2). Principal activities included the inspection of selected areas as a means of discovering accident sources and hazards, the investigation of accidents for the recommendation of means of preventing their recurrence, and educational or promotional activities designed to impress "safety first" upon employees. A few agreements empowered the committee to take direct action to enforce compliance with the safety program by such measures as ordering employees off hazardous jobs or suspending hazardous operations.

TABLE 2.—Activities of labor-management safety committees specified in major collective bargaining agreements

Scope of activities	Number of agreements
Total agreements establishing committees -----	356
Functions not specified -----	60
Functions specified -----	296
<u>Functions</u> ¹	
Formulate general safety program -----	6
Recommend rules, practices, or changes relating to health, safety, and sanitation -----	96
Recommend action to eliminate plant safety and health hazards -----	60
Secure employee compliance with committee recommendations and company safety program -----	24
Inspect unsanitary and unsafe conditions and equipment -----	47
Make regular inspections and report on hazardous conditions -----	40
Investigate accidents and injuries -----	28
Promote safe working conditions and practices -----	54
Formulate safety education programs for employees -----	16
Eliminate or correct hazardous working conditions -----	12
May remove employees from hazardous jobs or suspend unsafe operations -----	4
Study safety practices and problems -----	12
Study accident and injury rates and health reports -----	9
Destroy unsafe equipment -----	1
Instruct all new employees in safe practices -----	1
Select special jobs for temporarily disabled employees -----	1
Review grievances and complaints -----	6
Arbitrate appeals on safety code violations -----	1
<u>Express limitations on committee functions</u>	
Advisory body only - consults with management on matters relating to health, safety, and sanitation -----	97
Right to draft safety rules and regulations reserved to management -----	2
Removal from consideration of matters involving grievance procedure and collective bargaining -----	35
Excluded from all but promotional activities -----	7

¹ Figures shown are nonadditive because agreements specify more than 1 committee function.

Establishing Policy

Many clauses setting forth the policy of plant safety committees stressed the mutual obligations of both parties. The company, for example, might agree to provide the best mechanical protective devices and give assurance that the physical facilities required for safety would be maintained in accordance with the highest standards. The union in turn might pledge itself through the safety committee to obtain employee cooperation in the observance and enforcement of safety rules and regulations.

By and large, the aims of plant safety committees were set forth in rather general language—e.g., the committee would concern itself with the formulation of a general safety program, the planning of the program, accident prevention, and the promotion of safety rules and practices. Some agreements also included the maintenance of good hygiene and the prevention of illness among the aims of the labor-management safety committee.

57. Committee's aim is to promote overall safety

The company shall continue to make reasonable provisions for the safety and health of the employees during their regular working hours. Protective devices, wearing apparel, and other equipment necessary to properly protect employees from injury shall be provided by the company. There shall be a safety department, and also a safety committee, upon which the union shall have representation, the function of which shall be to promote safe working conditions and general overall safety for the entire plant.

58. Committee's aim is to assist in planning safety program

The employer recognizes the importance of safety provisions in the plant for the protection of the health, life, and limb of the employees, and the employer will make every effort to maintain such conditions conducive to the health and safety of the employees. A safety committee, including a representative of the union in the employ of the employer, will assist in planning the safety program.

59. Committee's aim is to promote maximum production consistent with safety

The union and company agree to form a joint committee which shall be known as the general safety committee . . . which shall meet monthly or as may be decided by the committee for the purpose of promoting maximum production with safety.

Committee recommends safety rules and practices

60A. In the discharge of its function, the general plant safety committee shall consider existing practices and rules, formulate suggested changes, and recommend adoption of new practices and rules.

* * *

60B. The said committee will act as an advisory body only, but will be charged with the duty and responsibility of assisting management to formulate proper rules and regulations relating to the safety and health of employees and will assist in obtaining due observance of such rules by employees.

61. Both parties to cooperate in safety program; company to maintain physical facilities and supply necessary protective devices

The company and the union agree that the rules and regulations outlined in the safety handbook and . . . the work of the joint safety committee are for the protection of the employees and are to receive the cooperation of both parties.

The company will continue to make reasonable provisions for the safety and health of the employees during the hours of their employment. The company shall maintain adequate sanitary and washing facilities for personal needs. All sanitary facilities such as washrooms, toilets, and the like shall be kept clean. Lockers will be assigned by the personnel department.

Protective devices such as goggles, face shields, respirators, foot guards, hard hats, tank house wooden sole shoes, special purpose gloves, fireproof leggings and spats, when necessary and required shall be provided to the employees without cost, and used by the employees. The company may charge an employee a reasonable amount for loss or willful destruction of any of the foregoing.

62. Both parties to cooperate to promote safety; company to supply best protective devices; committee's aim to discuss safety problems

Both parties will cooperate to the fullest extent to promote safety in the operation of the plant. To this end, the company will continually strive for improved protective devices, will seek to maintain proper discipline to insure safety and careful workmanship, and will maintain safety inspection procedures to discover defective equipment and improper safety practices. The company will provide first aid and medical service for employees for injuries suffered while on the job and in the service of the company. There shall be maintained a joint safety committee, composed of representatives of the company and the union. The purpose of said committee is to jointly discuss safety problems for the mutual benefit of the company and its employees.

63. Committee and company to cooperate in enforcement of safety provisions

The shop committee and the company shall cooperate in enforcing provisions for the safety and general welfare of all employees throughout the shop.

64. Both parties to enforce use of safety equipment and compliance with safety regulations

It shall be the duty of both supervision and the union to enforce the use of safety equipment as specified, as well as to obtain compliance with all safety regulations.

65. Union stewards and committee to cooperate in enforcement of safety rules

Shop stewards and international safety committee shall cooperate with the company in the enforcement of safety, cleanliness, and discipline at all times.

66. Committee's aim is to provide safe working conditions and eliminate accidents

A joint safety committee . . . shall be maintained by the parties. The function of this committee has been and shall continue to be the formulation and recommendation of the joint safety program. . . .

The purpose of . . . committee meetings is to maintain through the cooperative efforts of the union and corporation representatives and, by mutual agreement, the medium for maintaining and providing safe working conditions and safe practices; thereby eliminating or reducing accidents and such working conditions as are proved to be injurious to an employee's health.

67. Committee's aim is to prevent industrial accidents

It is the aim of the employer to provide safe working conditions, instructions covering safe working methods, and to make available, when necessary, special equipment to protect employees against particular hazards. It is agreed that the prevention of industrial accidents is a matter that requires the cooperation of both employer and employees.

A works safety committee . . . will review the works accident experience; determine accident causes; recommend action to prevent recurrence; recommend future action to be taken to eliminate or minimize exposure to accidents and stimulate and maintain safety consciousness among all employees.

68. Committee's aim is to maintain safety rules and to establish proper hygiene

In order to maintain proper standards for safety and to eliminate as far as possible, industrial accidents and sickness, the local union shall designate three persons to help the safety engineer of each plant to maintain and keep current, workable rules and regulations for the prevention of accidents and industrial illness and the establishment of proper plant hygiene.

Implementation of Policy

Labor-management safety committees, as indicated by the agreements, were expected to undertake a variety of tasks in the implementation of committee policy (table 2). Principal activities included inspecting selected areas in order to discover accident sources and hazards, investigating accidents for the purpose of recommending ways to prevent their recurrence, promoting safety and first aid training for all employees, and advancing the safety program among employees.

Basic to the development of safe practices and rules to comply with current needs were the committees' inspection and investigatory duties. Many committees were to make regularly scheduled plant inspections, generally monthly. Such inspections were generally to be confined to the plant area but might extend further—for example, to the sanitary condition of employee lockers. Items noted during these inspections were to be discussed at the regularly scheduled safety meetings. Plant committees were also to investigate all accidents involving a loss of worktime and make spot investigation of jobs which were allegedly hazardous. Lost-time accidents and hazardous jobs were similarly to be studied and discussed at the regular safety meetings. The purpose of the above activities was often to recommend necessary changes or additions to protective equipment or devices in order to control and eliminate hazards.

Another function of labor-management plant safety committees was to advertise and "sell" the safety program to the employees. The joint committee might be charged with the initiation, formulation, and responsibility for carrying out the plant safety promotional program. As a part of a program on plant safety, one company required committee members to instruct all new employees in safe work practices.

Some agreements empowered the safety committees to enforce compliance with safety rules and practices. In a few plants, the committee was authorized to order employees off hazardous jobs, and to suspend operations, if necessary, until dangerous conditions were corrected. In at least one situation, the committee was empowered to order the immediate destruction of unsafe equipment which could not be satisfactorily repaired. An unusual exercise of committee power was indicated in another agreement in which the committee was authorized to select special jobs for temporarily disabled employees who were unable safely to perform their regularly assigned job. In one plant, the nature of which required constant attention to safety, the committee was given blanket power to take any steps necessary to correct unsafe conditions.

In a few situations, the committee might not only investigate employee complaints of unsafe conditions but might review such grievances as well. If no settlement was effected the grievance would generally be handled through the regular grievance and arbitration procedure. A notable exception was the bituminous coal agreement in which the joint industry safety committee was empowered to arbitrate any appeal filed with it by a coal operator or mine worker alleging violation of the mine safety code.

Committee conducts regular plant inspections

69A. There shall be at least 4 safety committees [at the 4 locations] to make regular inspections for unsafe and unsanitary conditions. Committees will meet each month or more frequently if called for by the safety engineer. These committees shall report their findings to the company for its consideration.

* * *

69B. This committee must meet once a month and must make a general plant inspection once a month. A report of this inspection and meeting will be written and copies submitted to the company and the union. In the event of an emergency, there shall be an immediate inspection of the scene of the accident by at least 1 company member and 1 union member who shall be a member of either the safety committee or the local union executive board.

70. Committee conducts weekly inspection tour; different shifts inspected in different weeks

Three members of the committee will meet each week on Friday and tour the factory for the purpose of making recommendations on safety and health conditions. The tour will be conducted by the plant safety engineer chosen by the management. The tours will be conducted on the first shift on the first and third Fridays of the month, and on the second and third shifts on the second and fourth Fridays of the month. The time for the tour will be at the discretion of the plant safety engineer except that it must be during regular working hours for the shift. A written report is to be submitted to the plant engineer of the findings, signed by all committeemen participating.

All committeemen who have acted on the safety tours during the month shall meet on the third Friday of the month, together with the plant safety engineer and a union representative as designated by the union, to review all of the reports made during the past month and such action as may have been taken on the same. They also will make final recommendations as to the necessity for action in writing and signed by all present. Whenever a State inspector tours the plant, a member of the union safety committee shall be notified and will make the tour with him.

Committee investigates accident

- 71A. The safety engineer shall have the right to call this committee at any time to investigate serious accidents or hazards or to advise him respecting the company's safety and health program. This committee shall have the right following each monthly tour to make suggestions and recommendations for correction of existing safety and health hazards to the safety engineer.

* * *

- 71B. A union representative shall be present while accident investigating committees are interviewing members of the bargaining unit to determine the facts involved in lost-time accidents.

72. Committee investigates accident and suggests methods to prevent recurrence 0

This committee shall have access to the place of accident and the right to make an independent investigation of the cause and possible methods to prevent recurrences of similar accidents.

73. Committee to have access to company reports and workmen's compensation agencies

The company shall allow members of union's safety or compensation committee to investigate accidents occurring in their respective buildings along with the company's safety representative. Further, the company agrees to permit members of the union's safety or compensation committee to have access to reports which the company is required by law to keep or to submit to the State workmen's compensation agencies upon request to the company's safety representative.

74. Committee inspects lockers; authorized to request employees to correct unsanitary conditions

The health and safety committee is authorized to inspect all lockers as often as once a month for the purpose of cleanliness and sanitation. A notice will be published on the bulletin board prior to any such inspection. When such inspection reveals lack of cleanliness or sanitation in any one individual's locker, the committee will submit a written report to the employee requesting an improvement in the condition of his locker; failure of the employee to comply with this request may result in punitive action. If the employee believes such action is unjustified he may submit his case through the grievance procedure.

If the company or any other agency desires to have an employee sign a report or statement, the employee shall have the right to refuse to sign until he has had an opportunity to refer the matter and secure advice from a representative of the safety committee. No statement shall be taken from any employee without a witness who is a member of the safety committee.

75. Committee investigates jobs highly destructive to clothing

The joint committee shall also investigate jobs considered to be highly destructive to clothing and where conditions cause unreasonable deterioration, steps will be taken by the company to remedy the situation, or provide protective clothing. The union agrees to cooperate in remedying such situations, and in encouraging the correct use of protective clothing. Where there is clothing damage in spite of such cooperative precautions, an attempt will be made to arrive at an equitable clothing adjustment. This provision is not to cover conditions considered a part of the normal requirements of the various jobs.

76. Committee studies accident and health records

The head of the safety department will meet with the union representative at least once a month to review the preceding month's accident and health records.

Any recommendations pertaining to safety and health made by union representatives to the foreman or head of the safety department will be considered promptly.

77. Committee studies lost-time accident reports, and recommendations of the State factory inspector

A safety committee . . . shall be recognized for the following purposes:

Reviewing reports of lost-time accidents. Any member of the safety committee may inspect a particular lost-time report.

Reviewing the recommendations of the State factory inspector. . . .

78. Committee conducts safety education program for employees

The purpose of the committees will be to obtain the interest of the men in accident prevention by making them realize that they have a part in the program, to direct their attention to the real causes of accidents and provide a means for making practical use of the intimate knowledge of working conditions and practices of the men on the job. It is further intended that this program will produce mutually practical and effective recommendations regarding corrections of accident-producing circumstances and conditions.

79. Committee instructs new employees in safe practices

Departmental safety committeemen are to be appointed by the company (who shall notify the union) to instruct new employees in safe practices in the respective departments.

80. Committee authorized to order employees off hazardous jobs

The safety and health committee shall also have authority, by a majority of four votes, to order employees off jobs where abnormal hazards are present. In the event that the committee should be equally divided, the matter shall be referred immediately to a special safety and health arbitrator for disposition. Selection of an arbitrator and an alternate shall be by mutual agreement at the earliest practicable time following the date of this agreement.

81. Chairman may suspend operations to correct hazardous working conditions

Safety committee members shall have the right to recommend suspension of operations where an unsafe condition exists. First, to the chairman of the safety committee, and in his absence to the supervisor in charge of plant operations, at which time the safety committee chairman or supervisor as the case may be shall suspend operations if necessary or correct the unsafe condition.

82. Committee authorized to stop work on hazardous job

This committee shall make weekly trips through the plant and shall have the right to stop any job that the committee unanimously determines is unsafe.

83. Hazardous emergency conditions must be corrected before work is resumed

Whenever an emergency condition arises the union or management may call a meeting of the committee immediately. If it is found that such emergency condition involves danger to the operator or people working in or about such danger, the conditions shall be corrected before any employee shall work under such conditions.

84. Committee authorized to order necessary changes to increase safety of hazardous machinery

The plant safety committee is empowered to order corrective steps designed to cure any condition affecting the safety of the company's employees. Such power can compel the company to make mechanical changes; construct guards around hazardous machinery; and it can also order employees who are habitually careless to exercise more caution to the end that their own safety and others will be maintained.

85. Committee authorized to destroy hazardous equipment which cannot be repaired satisfactorily

The safety committee shall be responsible for the immediate destruction of any condemned equipment which cannot be repaired satisfactorily.

86. Committee authorized to select suitable jobs for assignment of temporarily disabled employees unable to perform their regular jobs

The joint union-management safety committee shall select, subject to joint union-corporation approval, suitable jobs requiring less than average manual labor or skill, which shall be reserved for the temporary assignment of employees who—due to partial disability—are unable to perform their usual occupations, such placements to be without consideration of terms of the seniority section except that the present incumbents on said jobs will not be affected.

Committee investigates complaints on unsafe and unsanitary working conditions

87A. The committee shall receive and investigate complaints regarding unsafe and unsanitary working conditions.

* * *

87B. An employee or group of employees, who believe that they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation in question shall first report the fact to the supervisor and if they shall be unable to agree, the employee or employees shall report the condition to a member of the departmental or general safety committee. The condition shall then be jointly investigated by the director of safety and a member of the departmental or general safety committee. Should they fail to agree, the employee shall have the right to file a grievance in third stage for preferred handling in such procedure.

88. Union member of safety committee and company member of safety department to handle safety grievances

The company shall give consideration to all reasonable proposals made by the committee. If the department steward and the department foreman differ on a safety matter, the foreman shall notify the safety department at once. If there is an emergency and the safety department cannot investigate the matter within the required time or if the safety department cannot settle the difference, it will immediately call in a company member (who will be made available at all reasonable times) and a member of the union safety committee who is designated by the chairman.

89. Committee arbitrates appeals of mine operators or workers for violation of mine safety code

There is hereby established under this agreement a joint industry safety committee composed of 4 members, 2 of whom will be appointed by the mine workers and 2 of whom will be appointed by the operators, whose duty it shall be to arbitrate any appeal which is filed with it by any operator or any mine worker who feels that any reported violation of the code and recommendation of compliance by a Federal coal mine inspector has not been justly reported or that the action required of him to correct the violation would subject him to irreparable damage or great injustice. . . .

Express Limitations on Functions

Many of the agreements studied circumscribed the functions of safety committees to ensure against any encroachment upon management prerogatives or upon the area reserved for collective bargaining (table 2).

Almost a third of the clauses analyzed specifically restricted the plant safety committees to advisory functions and did not permit the committees to carry out any of their recommendations without specific company approval. However, the limitations pertaining to advisory functions were often implied rather than expressed. A typical clause, for example, stated that the committee would investigate accidents, make inspections, and promote safety but made no provision for implementation of any recommendations the committees might make. Certain agreements specifically reserved the right to draft safety rules and regulations to the company as a matter of management prerogative.

A fairly common exclusion was the removal from the area of consideration by plant safety committees of matters involving grievance processing and collective bargaining.

Several agreements restricted the functions of the safety committee to promotional work. One agreement, for example, specifically stated that the committee was not authorized to handle grievances, make investigations and inspections, or enforce safety rules.

Committee limited to advisory functions only

- 90A. The committee, or a subcommittee thereof when so authorized, may receive and investigate complaints regarding unsafe and unsanitary working conditions. The safety committee shall act in an advisory capacity only.

* * *

- 90B. A joint health and safety committee shall be established in each plant, the number of members to be agreed upon locally. This committee will act in an advisory capacity.

* * *

- 90C. The plant safety committee shall serve in an advisory capacity to the plant safety engineer or other designated company representative.

91. Company agrees to make reasonable efforts to improve any unsafe conditions noted by committee

This committee shall investigate, discuss, and submit recommendations calculated to relieve any unsafe or unhealthy condition that may exist. These recommendations are to be submitted to the company and it agrees to make reasonable efforts to improve any safety defect or unhealthy condition which the committee may call to its attention.

Company to inform committee members of disposition of recommendations

92A. Complete minutes and disposition of recommendations will be given to each member of the above named committee.

* * *

92B. The committee is expected to recommend measures for the elimination or control of conditions hazardous to the health and safety of employees. The company shall give to the committee and the union a report at the next regularly established safety committee meeting on the action taken on the previous month's recommendations.

93. Company must approve recommendations involving expenditure of money

It shall be the policy of the company to give effect to unanimous recommendations of the committee to the extent that such recommendations are practical and feasible. It is understood that any unanimous recommendations requiring the expenditure of company money must be approved in accordance with company policy.

94. Company reserves right to draft safety rules

The company reserves the right to draft reasonable safety rules for employees and to insist on the observance of such rules. The union's safety committee may submit suggestions to the company concerning the revision and enforcement of safety rules.

Committee excluded from handling grievances and collective bargaining

95A. Problems of mutual concern, including safety matters and conditions tending to cause misunderstandings, shall be considered and recommendations may be made to either the company or the union, or both, by the persons present at any conference. However, such meetings shall be exclusive of the grievance procedure . . . and grievances shall not be considered at such meetings; nor shall negotiations for the purpose of altering the terms of this agreement be carried on at such meetings.

* * *

95B. The function of the safety committee shall be to advise with plant management concerning safety and health matters but not to handle grievances.

96. Committee restricted to safety recommendations only

The function of the safety committee shall be to make recommendations for changes in safety rules, but not to handle grievances or to make investigations or inspections or to enforce safety rules.

97. Committee restricted to promotion of safety suggestions only

The purpose of the committee will be to increase and improve the number and quality of safety suggestions, it being specifically understood that the decision to accept or reject a safety suggestion, the formulation of safety rules, the adoption of safety policies, and the determination of safe practices are the prerogatives of the company.

Chapter II.—Labor-Management Production and Industry Stabilization Committees¹

Of the 1,594 agreements studied, only 31 covering 233,000 workers formally provided for labor-management committees to cope with various economic and production problems (table 1). The majority of these agreements were negotiated by employer associations and unions in a particular geographical area and were concerned with the stabilization of economic conditions in the industry. The remaining agreements were negotiated on a single company basis and were concerned with the improvement of production in the particular company.

Employer association agreements establishing joint committees were found mainly in the apparel and construction industries. Labor and management were generally equally represented on such committees. The committees were usually chaired either by an impartial chairman or by a public member who might or might not be authorized to vote.

Approximately 140,000 workers were covered by nine agreements in the women's apparel industry negotiated between the International Ladies' Garment Workers' Union and various employer associations which provided for joint committees to handle economic problems. Such agreement clauses reflected the concern of both labor and management with the health of the industry and their willingness to cooperate in programs to stimulate consumer demand and to safeguard the share of business going to the firms under contract.

Two additional agreements in the apparel industry also provided for labor-management committees. One provided that the committee would handle grievances; the other provided that the committee would act to reduce absenteeism.

In the construction industry, six agreements covering approximately 40,000 workers contained labor-management committee clauses. Such committees generally had the broad aim of promoting increased business and greater employment. Three agreements indicated that these committees might also play an advisory role in collective bargaining because they were empowered to study economic trends to determine whether it was desirable to increase or decrease wage rates in the area. Two agreements provided that the committee would act as a grievance board and would also be charged with responsibility for administration of the employment plan, the apprenticeship program, and the health and welfare program of the industry.

Labor-management committees were also provided for in eight multiemployer agreements in other industries. These contracts contained general provisions setting forth the committees' aim of improving economic conditions. Some agreements provided that the committee might also handle grievances and establish production standards.

Individual companies also provided for labor-management committees in five agreements. These committees were concerned with the improvement of production rather than with industry stabilization. Two agreements indicated that in this connection the primary function of the committee would be to process suggestions. The largest agreement in this group, that between the Tennessee Valley Authority and a group of unions covering approximately 14,000 employees, specified that the committee would attempt to improve production by eliminating waste and correcting conditions making for misunderstandings. Three agreements, including the TVA agreement, specifically prohibited the committee from discussing grievances.

¹ This study deals with formal provisions incorporated in the collective bargaining agreements and does not cover joint action voluntarily undertaken.

98. Committee conducts industry promotion program

The [union] agrees on behalf of its members that it will, for the term of this agreement, together with the dress association, conduct a cooperative promotion campaign and establish a higher degree of efficiency in their shops, with the objective of increasing the volume of production of the New York market, improving further the quality of its product, and offering even better values to the consumer, by publicizing the outstanding position in the field of style, fine workmanship, and sound values of the New York market, by stimulating consumer demand in the United States and elsewhere, and by establishing New York as the fashion center of the world.

99. Committee establishes program to eliminate competition of nonunion firms

The parties hereto have heretofore created a Board of Stability and Control, consisting of 1 representative of the union and 1 representative of each association under collective agreement with the union. The said board is hereby continued and is vested with the following permanent duties, powers, and functions:

To investigate and ascertain whether the labor standards and other provisions prescribed in this collective agreement are being faithfully observed by the members of the council and uniformly and equally enforced. . . .

To investigate and make available the facts with respect to nonunion production of garments in the States of New York, Pennsylvania, Connecticut, New Jersey, and Massachusetts, and to adopt a valid program, the purpose of which shall be to eliminate unfair competition afforded by such nonunion firms. Such program may be changed from time to time to accommodate new or different situations. . . .

To ascertain the sources where garments covered by this agreement are being manufactured under labor standards inferior to those established in the industry by existing collective agreements with the union, and to ascertain the wholesalers and retailers who purchase garments from such sources or otherwise deal with them, and to adopt a valid program which will curb the practices of purchasers who (1) create unfair competition between manufacturers, jobbers, contractors, and submanufacturers who are in contractual relations with the union and manufacturers, jobbers, contractors, and submanufacturers who manufacture garments under substandard and nonunion conditions and/or who (2) induce the breach of existing collective agreements which manufacturers, jobbers, contractors, and submanufacturers have entered into with the union, and/or (3) whose practices undermine or cause deterioration of the labor standards and conditions of work prevailing throughout the industry.

100. Committee to help solve unemployment problem

The parties recognize that there exists a serious unemployment problem among the workers in the . . . [industry] caused by the drastically accelerated imports . . . from foreign countries. The parties also recognize that it is their obligation to endeavor to correct this unemployment situation. For this purpose, the parties agree to designate a special committee on which there shall be represented the various segments of the trade, for the purpose of finding every possible legal means to help solve this unemployment problem. . . .

101. Committee handles grievances

The parties agree in order to effectuate the general purposes of this collective labor agreement and to bring stabilization to the industry that a labor-management committee be set up composed as follows: 3 members of the union, 3 employers, and a nonvoting chairman. The labor-management committee shall

be an advisory body. All disputes and problems in the industry which cannot otherwise be adjusted may be submitted to this labor-management committee which shall meet regularly, and a decision, if any, issued by a majority vote of the committee shall become binding in all matters unless either party prior or subsequent to the submission to the labor-management committee submits the issue for arbitration to the arbitrator.

102. Committee cooperates to reduce absenteeism

The union and the employer recognize the evil of absenteeism. It is therefore agreed that joint employer and union committees be set up in the market to cooperate in a joint effort to reduce absenteeism.

103. Organizational structure and function of committee

There shall be a joint industry board consisting of 12 persons representing the union and 12 persons representing the employers and 1 person representing the public.

The officers of the joint industry board shall petition the United States District Court for the southern district of New York or other competent bodies for the appointment of a person to represent the public and become a member of the joint industry board.

Within 10 days after the execution of this agreement, the parties shall notify each other in writing of the names of their representatives of this joint industry board.

The joint industry board shall elect its own chairman and shall employ an executive secretary and other help, professional or otherwise to carry on the functions of the board.

The joint industry board shall have the power to formulate and when necessary to modify or amend rules and regulations which will promote harmony between the employers and the employees in the industry, and will study and institute a program which will make it possible for the industry to be of greater assistance to those purchasing our services, the potential purchasers, and the general public.

The joint industry board shall administer the pension, hospitalization, and benefit plan of the electrical industry (supported in the manner therein indicated) and hereby incorporate said plan as part of this agreement.

The joint industry board shall administer the employment plan of the electrical industry, the New York State Workman's Compensation Group Plan, the New York State Disability Group Plan and these plans are incorporated as part of this agreement.

The cost of the administration of the joint industry board shall be borne by the employers of the industry, and shall for all purposes constitute an expense of doing business under this agreement.

104. Organization and functions of committee

A conference committee shall be created consisting of 6 members, 3 to be selected by management and 3 to be selected by the union. This committee shall meet every 3 months or oftener as problems arise at the call of the chairman.

The duties of the conference committee shall be as follows:

It shall study problems of the industry to develop ideas to promote better business and more employment.

It shall study the relations between management and labor so as to recommend changes in future agreements which will be beneficial to both parties in avoiding unnecessary industrial disputes.

It shall settle disputes between any manufacturer and the business agent concerning the interpretation of this or any other agreement which is in force. Such disputes must be submitted to the committee within 48 hours after they arise. All parties concerned shall be represented at the hearing. A mutual decision must be reached to be binding.

It shall study the apprenticeship requirements of this agreement for the purpose of making recommendations in future agreements for improving the apprenticeship system.

It may modify the apprenticeship provisions of this agreement when an apprentice shows inability or obvious lack of skill in any particular phase of his training schedule. It shall see that apprentices are given proper opportunity to become efficient tradesmen. It will advise apprentices to change their occupation when after due trial they do not appear qualified for their trade. Both the employer and the apprentice will be heard by the committee when questions of this kind are being considered.

It shall study whether unemployment is unnecessarily caused by the operation of the contour or any other machine for more than one shift, in order that it may recommend what disposition should be made in this agreement of the option provided.

It shall make recommendations for the solution of emergencies which may arise and which are not specifically covered by this agreement. Such recommendations must be accepted by each party to this agreement before becoming effective.

It shall study business conditions so that if an emergency arises it may make recommendations as to changing this agreement. Such changes must be ratified by both parties to this agreement before becoming effective.

It shall be the duty of this committee to advance and assist in the development, perfecting, and use of dust removing devices and proper maintenance of all suction equipment, in general, to improve in every possible way general working conditions for the mutual welfare of both employer and employee.

It shall also assist in any way the Industrial Disease Commission of the State of Vermont because by such cooperation employer and employee will soon achieve perfection in the elimination of dust in the granite industry.

105. Committee studies economics of the industry and area, and recommends changes in wage scale and working conditions

A board of research is hereby provided for the purpose of observing the economic trends in the territory covered by this agreement and such board shall report to both parties hereto when it may seem advisable to increase or decrease rates of wages under this agreement or make any changes in working conditions in order that the business of the contractor and the welfare of the employee may be maintained at the best possible level. . . .

Any report of the board of research shall be advisory only, and any changes suggested will be made when mutually agreed upon by the parties hereto to this agreement.

106. Committee studies technical and economic conditions and makes recommendations to parties

This [joint conference] board shall meet monthly and in case of emergency, to review the operation of the agreement, labor supply, and general technical and economics conditions of the [industry] and make recommendations to the parties which will be beneficial to the industry as a whole, and the general public.

107. Committee considers industry problems

Immediately upon the execution of this agreement, there shall be set up a labor-management committee composed of 3 representatives appointed by the employer and 3 representatives appointed by the union and it shall be the function of such labor-management committee to consider and to make recommendations concerning industry problems.

108. Committee discusses matters which may lead to grievances

In order to secure mutual benefits and to establish conditions in the industry fair to employers and employees, the industry and the union agree to establish a general committee consisting of 5 from the employers and 5 from the union to meet and discuss mutual problems affecting the industry and the employees with a view to avoiding and correcting situations which might otherwise lead to grievances and to give consideration to other matters affecting the industry and the welfare of the people working therein. Such general committee shall establish its meeting dates and other working arrangements and shall be of an advisory nature only, and shall not take the place of grievance or arbitration machinery or other mechanics established elsewhere in this agreement.

Committee's aim is to improve economic welfare of employers and union members

- 109A. Said committee shall hold regular meetings and shall determine problems of mutual concern to the parties not specifically covered by the terms of this agreement. The purpose of the committee shall be to promote and perpetuate harmonious relations, to study and recommend ways and means of promoting the economic welfare of the employer and the members of the union. This committee shall not supersede the functions of the adjustment board and arbitration board as set forth in this agreement, and shall have no authority to alter or amend any provisions of this agreement.

* * *

- 109B. A joint labor-management committee is to be established within 30 days of the effective date of this agreement. This committee shall consist of 12 persons, 6 of whom are to be designated by the union and 6 of whom are to be designated by the . . . [industry].

The objectives of this committee shall be to advise methods to improve the condition of the . . . [industry]. The committee shall consider and make recommendations which the committee believes will improve the condition of the . . . [industry], provided, however, that the committee cannot consider or recommend anything which will alter any of the conditions of employment set forth in this agreement.

110. Committee's aim is to improve economic conditions; may handle grievances

A joint conference committee consisting of representatives of the association and of the union shall be established for the purpose of considering, on a voluntary basis, all matters of interest to the industry, including, but not limited to, the betterment of relations between the parties, the promotion of efficiency, the elimination of complaints or grievances, and the improvement of the economic positions of all the parties concerned.

The union, the association, or any member of the association, may at any meeting present to the conference committee for consideration a matter of interest to the industry. Nothing herein shall be construed to require the presentation of a grievance to the conference committee before utilization of the arbitration procedure herein, nor shall such presentation effect the right of either party to arbitration.

111. Committee's aim is to increase production, safeguard health and safety, improve public relations and employee morale

These cooperative committees give consideration to such matters as the elimination of waste; the conservation of materials, supplies, and energy; the improvement of quality of workmanship and services; the promotion of education and training; the correction of conditions making for misunderstandings; the encouragement of courtesy in the relations of employees with the public; the safeguarding of health; the prevention of hazards to life and property; and the strengthening of the morale of the service. The committees shall, however, not consider and act upon subjects or disputes the adjustment of which is provided for by the grievance procedure.

112. Committee's aim is to increase efficiency; participate in community functions

The committee will meet monthly and shall concern themselves with matters of the following general nature:

Improving of employee relations and increasing operating efficiency by promoting cooperation in effectuating economy moves.

Participate in community functions that involve the employees and the company as a body.

113. Committee discusses matters of mutual interest; does not handle grievances

To improve relations between the employer and the union through sound and reasonable administration of the provisions of this collective bargaining agreement, and through the responsible discussion of matters of mutual interest other than complaints and grievances for which another procedure is provided, a management-union relations committee, consisting of not more than four members, will, upon request of either party to the other, meet at 10 a.m. on the first Thursday of each month. Such conference may be called by either the employer or the union. No conference will be held unless advance notice is given in writing by either party to the other of its desire to hold it.

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